

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

NORTHWEST ADMINISTRATORS,  
INC.,

Plaintiff,

v.

COPELAND SAND & GRAVEL, INC., an  
Oregon corporation,

Defendant

No.

COMPLAINT TO COLLECT TRUST  
FUNDS PURSUANT TO EMPLOYER'S  
PARTIAL WITHDRAWAL

**I. PARTIES**

1.1 Plaintiff, Northwest Administrators, Inc., is an organization incorporated under the laws of the State of Washington, with its principal place of business in King County, and is the authorized administrative agency for and the assignee of the Western Conference of Teamsters Pension Trust Fund (hereinafter "Trust").

1.2 The Western Conference of Teamsters Pension Trust Fund is an unincorporated association operating as a multiemployer Trust Fund pursuant to Section 302 of the Labor Management Relations Act of 1947, as amended, to provide retirement benefits to eligible participants.

1.3 Defendant is an Oregon corporation.

## II. JURISDICTION AND VENUE

2.1 This Court has jurisdiction over the subject matter of this action under Section 4301(c) of the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. §1451(c).

2.2 Venue is proper in this District under Section 4301(d) of ERISA, 29 U.S.C. §1451(d) because the Plaintiff Trust Fund is administered in this District.

## III. STATEMENT OF THE CASE

3.1 Defendant is a party to a collective bargaining agreement with Local 962 of the International Brotherhood of Teamsters (hereinafter "Local"), under which the Defendant was required to promptly and fully report for and pay monthly contributions to the Trust at specific rates for each hour of compensation (including vacations, holidays, overtime and sick leave) the Defendant pays to its employees who are members of the bargaining unit represented by the Local. Such bargaining unit members are any of the Defendant's part-time or full-time employees who perform any work task covered by the Defendant's collective bargaining agreements with the Local, whether or not those employees ever actually join the Local.

3.2 Defendant and the Local are also parties to an Employer-Union Certification under which Defendant agreed, among other things, to be bound by the Trust's Trust Agreement and Declaration of Trust.

3.3 On or about December 31, 2014, Defendant partially withdrew from the Trust.

1           3.4    The Trust determined that the amount of the Defendant's liability for a  
2 partial withdrawal (70%) was \$167,970.50.

3           3.5    On June 10, 2016, the Trust sent Defendant notice of the assessment  
4 of withdrawal liability. The letter contained a description of how the withdrawal  
5 liability was calculated and set forth an amortization schedule showing the number  
6 and amount of each payment required to liquidate the partial withdrawal liability  
7 under a monthly payment schedule of \$6,862.44 by the tenth day of each month for  
8 twenty-five months, followed by one final payment of \$3,051.57.

9           3.6    The notice of assessment of partial withdrawal liability letter dated June  
10 10, 2016 was delivered to the Defendant on June 13, 2016.

11           3.7    On September 20, 2016, the Trust sent a Certified Letter to the  
12 Defendant advising that on June 10, 2016, the Trust had sent a notice and demand  
13 for payment. This letter provided Defendant with written notification of its failure to  
14 make payments due on August 10, 2016 and September 10, 2016.

15           3.8    The September 20, 2016 certified letter was delivered to the Defendant  
16 on September 22, 2016.

17           3.9    More than sixty days have elapsed since the Trust provided Defendant  
18 with written notification of its failure to make payments due on August 10, 2016 and  
19 September 10, 2016.

20           3.10   Defendant has not initiated arbitration pursuant to 29 U.S.C. §1401.

21           3.11   Based on Defendant's failure to make payment on its withdrawal liability  
22 within sixty days after demand for payment from the Trust, the Defendant is in default

1 as defined under 29 U.S.C. § 1399(c)(5) and the Trust's Employer Liability Rules and  
2 Procedures set forth in the Trust Agreement and Declaration of Trust.

3 3.12 As a consequence of Defendant's default pursuant to 29 U.S.C. §  
4 1399(c)(5) and the Trust's Employer Liability Rules and Procedures set forth in the  
5 Trust Agreement and Declaration of Trust, the Plaintiff requires immediate payment  
6 of the outstanding amount of the Defendant's partial withdrawal liability.  
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#### 8 IV. PRAYER FOR RELIEF

9 WHEREFORE, Plaintiff prays to the Court for judgment against the Defendant  
10 as follows:

- 11 A. For withdrawal liability payment due in the amount of \$167,970.50;  
12 B. For liquidated damages in the amount of \$33,594.10;  
13 C. For all accrued interest;  
14 D. For all attorneys' fees and costs incurred by the Trust in connection with  
15 Defendant's obligations; and  
16 E. For such other and further relief as the Court may deem just and  
17 equitable.  
18

19 Respectfully submitted,

20 REID, McCARTHY & BALLEW, L.L.P.

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24 Russell J. Reid, WSBA #2560  
25 Attorney for Plaintiff  
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